

Yolanda A. Bennett,

Plaintiff,

vs.

The Prudential Insurance Company of
America,

Defendant.

COMPLAINT

Plaintiff suffers from failed back surgery, peripheral neuropathy and osteoarthritis with resulting in functional impairment and chronic severe pain. As a result of her disability, she was forced to leave her employment on October 23, 2018, and seek short term disability (“STD”) benefits and long term disability benefits (“LTD”) from Defendant.

PARTIES

1. Plaintiff, Yolanda A. Bennett, is a citizen and resident of Charlotte, North Carolina.
2. Defendant, The Prudential Insurance Company of America, is a properly organized business entity doing business in the state of North Carolina in the Western District of North Carolina. The Long Term Disability Plan (the “Plan”) issued in this case was issued by The Prudential Insurance Company of America to Cintas Corporation.

JURISDICTION AND VENUE

3. This court has jurisdiction to hear this claim pursuant to 28 U.S.C. §1331 in that the claim arises under the laws of the United States. Specifically, Plaintiff brings this action to enforce her rights under ERISA as allowed by 29 U.S.C. §1132.

4. Venue in the Western District of North Carolina is appropriate by virtue of The Prudential Insurance Company of America doing business in this district.

FACTUAL ALLEGATIONS

5. At all times relevant to this action, Plaintiff has been a covered beneficiary under a group LTD benefits policy issued by The Prudential Insurance Company of America through her former employer, Cintas Corporation.

6. Under the terms of the policy, the Cintas Corporation Plan was issued through The Prudential Insurance Company of America.

7. Defendant, The Prudential Insurance Company of America, has a fiduciary obligation to Plaintiff to administer the Plan and policy fairly and to furnish long term disability benefits according to the terms of the policy, subject to conditions and limitations not applicable to this action.

8. Plaintiff is a sixty-one year old female who worked for Cintas Corporation for twenty-four years and was performing the job duties of a production team leader at the time she was forced to cease work activity on October 23, 2018. As of October 23, 2018, Plaintiff's impairments made her incapable of performing any substantial work activity on a sustained basis, i.e., 8 hours per day, 40 hours per week. She thereafter applied to The Prudential Insurance Company of America for short term disability benefits which were approved and paid followed by approval of long term disability benefits that were approved and paid through June 30, 2020, at which time they were wrongfully terminated. Plaintiff filed timely appeals that resulted in an ultimate denial decision dated April 5, 2021. Plaintiff has thus exhausted her administrative remedies.

9. Plaintiff submitted substantial medical information to Defendant conclusively establishing that she continues to be disabled as defined within the applicable Plan documents from medical providers including Binit Shah, MD, the Plaintiff's Board certified treating pain management physician, Fred Fowler, MD, the Plaintiff's Board certified gastroenterologist, and Craig White, MD, the Plaintiff's Board certified treating family medicine physician, that conclusively establish she is incapable of returning to work activity. Defendant has breached its fiduciary duty in determining that Plaintiff was capable of returning to work activity and wrongfully denied her request for long term disability benefits.

10. Plaintiff has now exhausted her administrative remedies, and her claim is ripe for judicial review pursuant to 29 U.S.C. § 1132.

WRONGFUL DENIAL OF BENEFITS
UNDER ERISA, 29 U.S.C. §1132 FOR THE FOLLOWING REASONS:

11. Defendants have wrongfully denied LTD benefits to Plaintiff in violation of the Plan provisions and ERISA for the following reasons:

- a. Plaintiff is totally disabled, in that she cannot perform the material duties of her own occupation, and she cannot perform the material duties of any other occupation which her education, training or experience would reasonably allow;
- b. Defendant failed to accord proper weight to the evidence in the administrative record showing that Plaintiff is totally disabled;
- c. Defendant's interpretation of the definition of disability contained in the policy is contrary to plain language of the policy, unreasonable, arbitrary and capricious; and
- d. Defendant has violated its contractual obligation to furnish long term disability benefits to Plaintiff.

WHEREFORE, Plaintiff prays the Court:

1. Grant Plaintiff declaratory and injunctive relief, finding that she is entitled to long term disability benefits under the terms of the Plan.
2. Enter an order awarding Plaintiff all reasonable attorney fees, expenses, and statutory interest incurred as a result of Defendants' wrongful denial in providing coverage.
3. Enter an award for such other relief as may be just and appropriate.

Dated this 22nd day of April, 2021.

/s/ Robert A. Whitlow

Robert A. Whitlow

NC Bar No. 26985

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